

CALIFORNIA HOUSING FINANCE AGENCY

MODEL FORM OF LEASE

To be used with Section 8
Housing Assistance Payment Program

1. Parties and Dwelling Unit: The parties to this Agreement are _____ referred to as the Landlord and _____ (Insert the names of the head-of-household, spouse and any individual listed as co-head) referred to as the Residents. The term "Residents" shall also include the head-of-household, spouse, and co-head as well as all other members of the household as shown on Attachment No. 1 to this Agreement (50059 data requirements referred to as the 50059 facsimile). The landlord leases to the Resident, unit number _____, located at _____ in the project known as _____.

2. Length of Time (Term): The initial term of this Agreement for new Residents shall begin on _____ and end on _____. The initial term shall be for one (1) year. Minimum term may be less than one year if the Section 8 HAP contract will expire in less than 12 months from the effective date of the lease. After the initial term ends, the Agreement shall continue for successive terms of one month unless terminated as permitted by paragraph 23 of this Agreement.

For existing Residents, the terms of this Agreement shall begin on _____ and continue through successive terms (i.e., monthly). Any Resident who has previously resided in the dwelling unit for one (1) year or longer shall continue for successive terms of one month unless terminated as provided above.

3. Rent: The Resident agrees to pay a rent of \$_____ for the partial month ending _____. After that, Resident agrees to pay a rent of \$_____ per month. This amount is due on the _____ of the month. The Resident understands that this monthly rent is less than the market (unsubsidized) rent due on this unit. This lower rent is available because the rents on this project are subsidized by the Department of Housing and Urban Development (HUD), and the mortgage on this project is subsidized by the California Housing Finance Agency (CalHFA), and/or because HUD makes monthly payments to the Landlord on behalf of the Resident. The amount, if any, that HUD makes available monthly on behalf of the Resident is called the Resident Assistance Payment and is shown on the "Assistance Payment" line of the (50059 data requirements referred to as the 50059 facsimile) which is Attachment No.1 to this Agreement.

Rent payments shall be made to:

Management Office

_____, CA _____
(_____) _____ - _____

Office hours for rent payments: _____ a.m. to _____ p.m.

Days of the week: _____ thru _____.

Rent shall be made by personal check, money order, or cashier's check.

4. Changes in the Resident's Share of the Rent: The Resident agrees that the amount of rent the Resident pays and/or the amount of assistance that HUD pays on behalf of the Resident may be changed during the term of this Agreement if:
- a. CalHFA determines, in accordance with HUD and/or CalHFA procedures, that an increase in rents is needed;
 - b. CalHFA and/or HUD changes any allowance for utilities or services considered in computing the Resident's share of the rent;
 - c. the income, the number of persons in the Resident's household or other factors considered in calculating the Resident's rent change and CalHFA and/or HUD procedures provide that the Resident's rent or assistance payment be adjusted to reflect the change;
 - d. changes in the Resident's rent or assistance payment are required by CalHFA and/or HUD's recertification or subsidy termination procedures;
 - e. CalHFA and/or HUD procedures for computing the Resident's assistance payment of rent change; or
 - f. the Resident fails to provide information on his/her income, family composition or other factors as required by the Landlord.

The Landlord agrees to implement changes in the Resident's rent or Resident assistance payment only in accordance with the time frames and administrative procedures set forth in CalHFA and HUD handbooks, instructions and regulations related to administration of multifamily subsidy programs. The Landlord agrees to give the Resident at least thirty (30) days advance written notice of any increase in the Resident's rent, except as noted in paragraphs 11, 15 or 17. The notice shall state the new amount the Resident is required to pay, the date the new amount is effective, and the reasons for the change in rent. The notice shall also advise the Resident that he/she may meet with the Landlord to discuss the rent change.

5. Charges for Late Payments and Returned Checks: Unless inconsistent with California Civil Code Section 1671 or other State or local law, if the Resident does not pay the full amount of the rent shown in paragraph 3, by the end of the 5th day following the date that the rent is due, the Landlord may collect a maximum fee of \$10.00 on the 6th day following the day that the rent is due. The Landlord may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent, as provided in paragraph 23. The Landlord may impose

additional administrative charges for processing a returned check, but in no event exceeding the amount the bank charges. The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Resident.

6. Condition of Dwelling Unit: By signing this Agreement, the Resident acknowledges that the unit is safe, clean and in good condition. The Resident agrees that all appliances and equipment in the unit are in good working order, except as described on the Unit Inspection Report which is Attachment No. 2 to this Agreement. The Resident also agrees that the Landlord has made no promise to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.

7. Charges of Utilities and Services: The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. Resident agrees that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Resident.

a. The Resident must pay for the utilities in column (1). Payments should be made directly to the appropriate utility company. The items in column (2) are included in the Resident's rent.

(1) Put "X" by any Utility Resident Pays Directly	Type of Utility	(2) Put an "X" by any utility Included in Resident Rent
	Heat	
	Lights, Electric	
	Cooking	
	Water	
	Hot Water	
	Garbage	
	Other (Specify)	
	Other Services Provided by Landlord	
		\$

b. The Resident agrees to pay the Landlord the amount shown in column (3) on the date the rent is due. The Landlord certifies that CalHFA and/or HUD has authorized him/her to collect the type of charges shown in column (3) and that the amounts shown in column (3) do not exceed the amounts authorized by CalHFA and/or HUD.

	(3) Show Dollar Amount Resident Pays to Landlord in Addition to Rent:
Parking:	\$
Other (Specify)	
	\$
	\$

8. Security Deposits: The Resident has deposited \$_____ with the Landlord. The Landlord will hold this security deposit for the period the Resident occupies the unit. After the Resident has moved from the unit, the Landlord shall determine whether the Resident is eligible for refund of any or all of the security deposit. The amount of the refund shall be determined in accordance with the following conditions and procedures.

- a. Within a reasonable time after notification of either party's intention to terminate the tenancy, or before the end of the lease term, the Landlord shall notify the Resident in writing of his or her option to request an initial inspection and of his or her right to be present at the inspection as further provided in Civil Code Section 1950.5.
- b. After the Resident has moved from the unit, the Landlord shall inspect the unit and complete another Unit Inspection Report. The Landlord shall permit the Resident to participate in the inspection, if the Resident so requests.
- c. The Landlord shall refund to the Resident the amount of the security deposit (plus interest computed at _____% beginning _____), less any amount needed to pay the cost of:
 - (1) unpaid rent;
 - (2) damages that are not due to normal wear and tear and are not listed on the move-in Unit Inspection Report;
 - (3) charges for late payment of rent and returned checks, as described in paragraph 5; and
 - (4) charges for unreturned keys, as described in paragraph 9.
- d. The Landlord agrees to refund the amount computed in paragraph 8c within twenty-one (21) days after the Resident has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address to the Landlord. If the Resident disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Resident and informally discuss the disputed charges. The Landlord shall also give the Resident a written list of charges that were subtracted from the deposit.
- e. If the unit is rented by more than one person, the Residents agree that they shall work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Resident identified in paragraph 1 of this Agreement.
- f. The Resident agrees that the Landlord is not required to count the Security Deposit towards the last month's rent or towards repair charges owed by the Resident in accordance with paragraph 11.

9. Keys and Locks: The Resident agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Resident's request to install such locks, the Resident agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Resident agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Resident \$_____ for each key not returned.

10. Maintenance:

- a. The Landlord agrees to:
 - (1) regularly clean all common areas of the project;

- (2) maintain the common areas and facilities in a safe condition;
- (3) arrange for collection and removal of trash and garbage;
- (4) maintain all equipment and appliances in safe and working order;
- (5) make necessary repairs with reasonable promptness;
- (6) maintain exterior lighting in good working order;
- (7) provide for extermination services, as necessary;
- (8) maintain grounds and shrubs; and
- (9) periodically inspect the project for the cause of mold and mildew.

b. The Resident agrees to:

- (1) keep the unit clean;
- (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- (3) not litter the grounds or common areas of the project;
- (4) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds;
- (5) give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any part of the unit or related facilities;
- (6) comply with all obligations upon Resident by applicable provisions of building and housing codes materially affecting health and safety;
- (7) keep the premises and such other areas as may be assigned to the Resident for the Resident's exclusive use in a clean, orderly, and safe condition;
- (8) report to the management office any breakage, damage or need for repairs to the premises or equipment therein and promptly report any unsafe or unsanitary conditions in the common areas and grounds which may lead to damage or injury;
- (9) dispose of, or make arrangements to have disposed, all garbage, rubbish, and other waste in a clean and safe manner and into appropriate containers in such manner as prescribed by the Landlord and applicable local laws;
- (10) use only in a reasonable manner all electrical, gas, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appurtenances, including elevators;

- (11) not permit any person on the premises, with his/her permission, to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment or attachments thereto, nor himself/herself do any such thing;
- (12) clean the premises, equipment and appliances supplied to the premises immediately prior to vacating and return the premises to Landlord in as sanitary a condition as when the Resident took possession, taking into consideration ordinary wear and tear; and

c. Repairs:

If within a reasonable time after written or oral notice to the Landlord or his agent of dilapidations rendering the premises untenable which the Landlord ought to repair, the Landlord neglects to do so, the Resident may repair the same himself/herself where the cost of such repairs does not require an expenditure of more than one month's rent of the premises and deduct the expenses of such repairs from the rent when due, or the Resident may vacate the premises, in which case the Resident shall be discharged from further payment of rent, or performance of other conditions as of the date of vacating the premises.

For the purposes of this paragraph, if the Resident acts to repair and deduct after the 30th day following notice, he/she is presumed to have acted after a reasonable time. The presumption is a rebuttable presumption affecting the burden of producing evidence and shall not be construed to prevent a Resident from repairing and deducting after a shorter notice if all the circumstances require shorter notice.

This Resident remedy shall not be available if the condition was substantially caused by Resident's failure to use ordinary care in the preservation of the premises or violation of the Resident's affirmative obligations or if the Resident substantially interferes with the Landlord's obligation to effect the necessary repairs.

- 11. Damages: Whenever damage is caused by carelessness, misuse, or neglect on the part of the Resident, his/her family or visitors, the Resident agrees to pay:
 - a. the cost of all repairs and do so within thirty (30) days after receipt of the Landlord's demand for the repair charges; and
 - b. rent for the period the unit is damaged whether or not the unit is habitable. The Resident understands that CalHFA and/or HUD shall not make assistance payments for any period in which the unit is not habitable. For any such period, the Resident agrees to pay the HUD-approved contract rent rather than the Resident rent shown in paragraph 3 of this Agreement.
- 12. Restrictions on Alterations: The Landlord agrees to provide reasonable accommodation to an otherwise eligible Resident's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See the Federal regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the Resident to

make and pay for the modification in accordance with the Fair Housing Act. The Resident agrees not to do any of the following without first obtaining the Landlord's written permission:

- a. change or remove any part of the appliances, fixtures or equipment in the unit;
- b. paint or install wallpaper or contact paper in the unit;
- c. attach awnings or window guards in the unit;
- d. attach or place any fixtures, signs or fences on the building(s), the common areas or the project grounds;
- e. attach any shelves, screen doors, or other permanent improvements in the unit;
- f. install washing machines, dryers, fans, heaters or air conditioners in the unit; or
- g. place any aerials, antennas or other electrical connections on the unit.

13. General Restrictions: The Resident must live in the unit and the unit must be the Resident's only place of residence. The Resident shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Attachment No. 1, (50059 data requirements referred to as the 50059 facsimile). The Resident agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Resident agrees not to:

- a. sublet or assign the unit, or any part of the unit;
- b. use the unit for unlawful purposes;
- c. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;
- d. maintain the premises in an unsafe, unsanitary and unlivable condition;
- e. have pets or animals of any kind in the unit without the prior written permission of the Landlord, but the Landlord shall allow the Resident to keep an animal needed as a reasonable accommodation to the Resident's disability, and shall allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities; and
- f. create or permit noises or acts that will disturb the rights or comfort of neighbors. The Resident agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.

14. Rules: The Resident agrees to obey the House Rules which are Attachment No. 3 to this Agreement. The Resident agrees to obey additional rules established after the effective date of this Agreement if:

- a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents; and

- b. the Landlord agrees to provide Resident with thirty (30) days written notice of any changes to the House Rules.

15. Regularly Scheduled Recertifications: Every year around the _____ day of _____, the Landlord shall request the Resident to report the income and composition of the Resident's household and to supply any other information required by HUD and/or CalHFA for the purposes of determining the Resident's rent and assistance payment, if any. The Resident agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The Landlord shall verify the information supplied by the Resident and use the verified information to recompute the amount of the Resident's rent and assistance payment, if any.

- a. If the Resident does not submit the required recertification information by the date specified in the Landlord's request, the Landlord may impose the following penalties. The Landlord may implement these penalties only in accordance with the administrative procedures and time frames specified in CalHFA and/or HUD's regulations, handbooks and instructions related to the administration of multifamily subsidy programs.

- (1) Require the Resident to pay the higher, HUD-approved market rent for the unit.
- (2) Implement any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by paragraph 4 of this Agreement.

- b. The Resident may request to meet with the Landlord to discuss any change in rent or assistance payment resulting from the recertification processing. If the Resident requests such a meeting, the Landlord agrees to meet with the Resident and discuss how the Resident's rent and assistance payment, if any, were computed.

16. Reporting Changes Between Regularly Scheduled Recertifications:

- a. If any of the following changes occur, the Resident agrees to advise the Landlord immediately.

- (1) Any household member moves out of the unit;
- (2) The family proposes to move a new member into the unit;
- (3) An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment;
- (4) The household's income cumulatively increases by \$200 or more a month.

- b. The Resident may report any decrease in income or any change in other factors considered in calculating the Resident's rent. Unless the Landlord has confirmation that the decrease in income or change in other factors will last less than one month, the Landlord shall verify the information and make the appropriate rent reduction.

However, if the Resident's income will be partially or fully restored within two (2) months, the Landlord may delay the certification process until the new income is known, but the rent reduction shall be retroactive and the Landlord shall not evict the Resident for non-payment of rent due during the period of the reported decrease and the completion of the certification process. The Resident has thirty (30) days after receiving written notice of any rent due for

the above described time period to pay or the Landlord may evict for non-payment of rent.

- c. If the Resident does not advise the Landlord of these interim changes, the Landlord may increase the Resident's rent to the HUD-approved market rent. The Landlord may do so only in accordance with the time frames and administrative procedures set forth in CalHFA's and/or HUD's regulations, handbooks and instructions on the administration of multifamily subsidy programs.
- d. The Resident may request to meet with the Landlord to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If the Resident requests such a meeting, the Landlord agrees to meet with the Resident and explain how the Resident's rent or assistance payment, if any, was computed.

17. Removal of Subsidy:

- a. The Resident understands that assistance made available on his/her behalf may be terminated if events in either items (1) or (2) below occur. Termination of assistance means that the Landlord may make the assistance available to another Resident and the Resident's rent shall be recomputed. In addition, if the Resident's assistance is terminated because of criterion (1) below, the Resident shall be required to pay the HUD-approved market rent for the unit.
 - (1) The Resident does not provide the Landlord with the information or reports required by paragraphs 15 or 16 within ten (10) calendar days after receipt of the Landlord's notice of intent to terminate the Resident's assistance payment.
 - (2) The amount the Resident would be required to pay towards rent and utilities under HUD rules and regulations equals the Total Tenant Payment shown on Attachment No. 1 (50059 data requirements referred to as the 50059 facsimile).
- b. The Landlord agrees to give the Resident written notice of the proposed termination. The notice shall advise the Resident that, during the ten (10) calendar days following the date of the notice, he/she may request to meet with the Landlord to discuss the proposed termination of assistance. If the Resident requests a discussion of the proposed termination, the Landlord agrees to meet with the Resident.
- c. Termination of assistance shall not affect the Resident's other rights under this Agreement, including the right to occupy the unit. Assistance may subsequently be reinstated if the Resident submits the income or other data required by HUD procedures, the Landlord determines the Resident is eligible for assistance, and assistance is available.

18. Resident Obligation to Repay: If the Resident submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or other factors as required by paragraph 16 of this Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formulas, the Resident agrees to reimburse the Landlord for the difference between the rent he/she should have paid and the rent he/she was charged. The Resident is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow CalHFA and/or HUD procedures for computing rent or assistance payments.

19. Size of Dwelling: The Resident understands that CalHFA and HUD require the Landlord to assign units according to the size of the household and the age and sex of the household members. If the Resident is or becomes eligible for a different size unit, and the required size unit becomes available, the Resident agrees to:
- move within thirty (30) days after the Landlord notifies him/her that a unit of the required size is available within the project; or
 - remain in the same unit and pay the HUD-approved market rent.
20. Access by Landlord: The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Resident's consent to do so which consent shall not be unreasonably withheld, except when emergency situations make such notices impossible or except under paragraph c below. The Landlord's access to the unit shall comply with all applicable State and local law, including but not necessarily limited to, California Civil Code Section 1954.
- The Resident agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections. Annual inspections by CalHFA will occur after 72-hour written notice is provided to the Resident.
 - After the Resident has given a notice of intent to move, the Resident agrees to permit the Landlord to show the unit to prospective Residents during reasonable hours.
 - If the Resident moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.
 - If the Resident vacates the premises, leaving personal property within the premises, the Landlord may dispose of abandoned property in accordance with State/local laws, including California Civil Code Section 1951.3.
 - The Landlord may also allow a licensed exterminator to enter the Premises for the purpose of pest control. Except in the case of emergency or if it is impractical to do so, Landlord shall give the Resident at least twenty-four (24) hours notice of the Landlord's intent to enter the unit unless State/local laws require additional notice. The Landlord shall also comply with California Business and Professional Code Section 8538 and California Civil Code Section 1940.8.
21. Discrimination Prohibited: The Landlord agrees not to discriminate based upon race, color, religion, creed, national origin, sex, age, marital status, handicap, membership in a class, such as unmarried mothers or recipients of public assistance or because there are children in the family.
22. Change in Lease Agreement: The Landlord may, with the prior approval of CalHFA, change the terms and conditions of this Agreement. Any changes shall become effective only at the end of the initial term or a successive term. The Landlord must notify the Resident of any change and must offer the Resident a new Agreement or an amendment to the existing Agreement. The Resident must receive the notice at least sixty (60) days before the proposed effective date of the change. The Resident may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Landlord. The Resident may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate

the tenancy. The Resident must give such notice at least thirty (30) days before the proposed change shall go into effect. If the Resident does not accept the amended Agreement, the Landlord may require the Resident to move from the project, as provided, in paragraph 23.

23. Termination of Tenancy:

- a. To terminate this Agreement, the Resident must give the Landlord thirty (30) days written notice before moving from the unit. If the Resident does not give the full 30-day notice, the Resident shall be liable for rent up to the end of the thirty (30) days for which notice was required or to the date the unit is re-rented, whichever date comes first.
- b. Any termination of this Agreement by the Landlord must be carried out in accordance with HUD regulations, State and local law (including but not necessarily limited to California Civil Code Section 1946.1), and the terms of this Agreement.
- c. The Landlord may terminate this Agreement for the following reasons:
 1. the Resident's material noncompliance with the terms of this Agreement;
 2. the Resident's material failure to carry out obligations under any State landlord and Resident act;
 3. drug related criminal activity engaged in on or near the premises, by any Resident, household member, or guest, and any such activity engaged in on the premises by any other person under the Resident's control;
 4. determination made by the Landlord that a household member is illegally using a drug;
 5. determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 6. criminal activity by a Resident, any member of the Resident's household, a guest or another person under the Resident's control:
 - (a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or
 - (b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
 7. if the Resident is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that in the case of the State of New Jersey, is a high misdemeanor;
 8. if the Resident is violating a condition of probation or parole under Federal or State law;

9. if a determination is made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
 10. if the Landlord determines that the Resident, any member of the Resident's household, a guest or another person under the Resident's control has engaged in criminal activity, regardless of whether the Resident, any member of the Resident's household, a guest or another person under the Resident's control has been arrested or convicted for such activity.
- d. The Landlord may terminate this Agreement for other good cause, which includes, but is not limited to, the Resident's refusal to accept change to this Agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term "material noncompliance" with the terms of this Agreement includes:

- (1) one or more substantial violations of this Agreement;
 - (2) repeated minor violations of this Agreement that
 - (a) disrupt the livability of the project,
 - (b) adversely affect the health or safety of any person or the right of any Resident to the quiet enjoyment of the leased premises and related project facilities,
 - (c) interfere with the management of the project, or
 - (d) have an adverse financial effect on the project;
 - (3) failure of the Resident to timely supply all required information on the income and composition, or eligibility factors, of the Resident household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies); and
 - (4) non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under this Agreement after the due date but within the grace period permitted under State law constitutes a minor violation.
- e. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Resident written notice and the grounds for the proposed termination. If the Landlord is terminating this Agreement for "other good cause," the termination notice must be mailed to the Resident and hand-delivered to the dwelling unit in the manner required by CalHFA or HUD at least thirty (30) days before the date the Resident will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. Any HUD or CalHFA required notice period may run concurrently with any notice period required by State or local law. All termination notices must:

- specify the date this Agreement will be terminated;
 - state the grounds for termination with enough detail for the Resident to prepare a defense;
 - advise the Resident that he/she has ten (10) days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of either the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Resident requests the meeting, the Landlord agrees to discuss the proposed termination with the Resident; and
 - advise the Resident of his/her rights to defend the action in court.
- f. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph e.
- g. This Agreement shall terminate automatically if the Section 8 Housing Assistance contract terminates for any reason.
- h. Termination in accordance with State law, as specified in subparagraph 23(b) above, shall include, but not necessarily be limited to, compliance with CalHFA's eviction hearing procedure as set forth in Attachment 4.
24. Hazards: The Resident shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Resident, the Resident will be responsible for rent only up to date of the destruction. Additional rent shall not accrue until the unit has been repaired to a livable condition.
25. Penalties for Submitting False Information: Knowingly giving the Landlord false information regarding income or other factors considered in determining the Resident's eligibility and rent is a material non-compliance with the lease subject to termination of tenancy. In addition, the Resident could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five (5) years.
26. Contents of this Agreement: This Agreement and its Attachments make up the entire Agreement between the Resident and the Landlord regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of the Agreement shall remain in effect and both the Landlord and the Resident shall continue to be bound by them.
27. Residents' Rights to Organize: The Landlord agrees to allow the Resident and Resident organizers to conduct on the property the activities related to the establishment or operation of a Resident organization as set out in accordance with HUD requirements.
28. Resident Income Verification: The Resident must promptly provide the Landlord with any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income in accordance with HUD requirements.
29. State or Local Law Conflict: In the event of conflict between this Agreement and State or local law then State or local law shall govern.

30. Civil Code Section 2079.10(a) Required Notice: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.
31. Attachments to the Agreement: The Resident certifies that he/she has received a copy of this Agreement and the following Attachments to this Agreement and understands that these Attachments are part of this Agreement.
- a. Attachment No. 1 - 50059 data requirements referred to as the 50059 facsimile signed by both the resident and the owner;
 - b. Attachment No. 2 - Move-in Unit Inspection Report signed by both the owner and resident;
 - c. Attachment No. 3 - House Rules;
 - d. Attachment No. 4 - CalHFA Eviction Procedures;
 - e. Attachment No. 5 - Grievance Procedures;
 - f. Attachment No. 6 - Pet Policy (if applicable);
 - g. Attachment No. 7 - Pet Addendum (if applicable);
 - h. Attachment No. 8 - Live-In Aide Addendum (if applicable).
32. Signatures: (Head of Household, Spouse or any individual listed as co-head must sign)

Resident

BY:

1. _____ /_____/_____
(Head of Household) Date Signed
2. _____ /_____/_____
(Spouse) Date Signed
3. _____ /_____/_____
(Co-Head (if applicable)) Date Signed

Landlord

BY:

1. _____ /_____/_____
(Name, Title) Date Signed

ATTACHMENT #4

California Housing Finance Agency

Eviction Hearing Procedure

(a) Notice to Tenant:

Termination of the lease other than pursuant to the provisions of Title 25, California Code of Regulations, Section 11405 shall constitute an "eviction" for purposes of this Section. Eviction proceedings shall be commenced by the giving of notice as required by Health and Safety Code Section 51066(b). In the case of an eviction upon the grounds of "other good cause" as permitted by subsection (h) (3) of this section, the notice shall be given pursuant to Section 1946 of the Civil Code and shall otherwise comply with the requirements of Title 24, Code of Federal Regulations ("C.F.R."), Section 880.607 (c) (2).

In addition to the above, HUD rules require that all termination notices must advise the tenant that he or she has 10 days within which to discuss the proposed termination of tenancy with the landlord. The 10 day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. This HUD required notice period shall run concurrently with any applicable state or local notice period requirements. Notwithstanding the HUD rules, a tenant receiving a 3-day Notice must request a Hearing as provided in Health and Safety Code Section 51066 (the "Hearing"), if he or she so desires, within that 3-day notice period.

When a termination notice is issued for "other good cause" the notice will be effective, and it will so state, at the end of term and in accordance with the termination provisions of the lease but in no case earlier than 30 days after receipt by the family of the notice. Where a termination notice is based on material non-compliance with the lease or material failure to carry out obligations under State law, the time of service must be in accordance with the lease and State law.

(b) Notice to Agency:

As soon as practicable after the receipt by the housing sponsor of a request for a hearing pursuant to Health and Safety Code Section 51066(c), the housing sponsor or the tenant shall give notice to the Agency of the Hearing request. However, the housing sponsor shall remain ultimately responsible for notifying the Agency of the Hearing request. Said notice shall include a statement of the cause for eviction.

(c) Presiding Officers:

The Hearing shall take place before a hearing officer who shall be an impartial, disinterested person, or, at the discretion of the Agency, a hearing panel. Said hearing officer or hearing panel shall be selected by the Agency. A party may, within twenty-four (24) hours of receiving the initial written notification from the Agency identifying the hearing officer or hearing panel, request that a new hearing officer or hearing panel be assigned. The other party may, within twenty-four (24) hours of receiving the written notification from the Agency identifying the reassigned hearing officer or hearing panel, request that a new hearing officer or hearing panel be assigned. Each party may

request the assignment of a new hearing officer or hearing panel only once during the Hearing process.

(d) Escrow Deposit:

The tenant shall deposit in an escrow account maintained by the Agency rent for the two week Hearing period if not already paid by such time. The escrow deposit must be received by the Agency no later than twenty-four (24) hours prior to the commencement of the Hearing as indicated in the written notice prepared by the Agency. Failure to provide the escrow deposit in accordance with this paragraph shall result in a waiver of the tenant's right to the Hearing.

(e) Scheduling of Hearing:

The Agency shall schedule a Hearing promptly for a time and place reasonably convenient to both the housing sponsor and the tenant, but not more than two weeks from the date the notice of request for a Hearing was received by the Agency. A written notification specifying the time, place, and the procedures governing the Hearing shall be delivered to the housing sponsor and the tenant.

(f) Procedures Governing the Hearing:

- (1) The housing sponsor and the tenant shall be afforded a fair Hearing providing the basic safeguards of due process which shall include:
 - (A) The opportunity by the tenant to examine prior to the Hearing and, at the expense of the tenant, to copy all documents and records of the housing sponsor that are relevant to the Hearing and not privileged (any document not so made available after request there for by the tenant may not be used or relied on by the housing sponsor at the Hearing),
 - (B) The right to representation, so long as an appearance by the representative does not delay the scheduling of the Hearing beyond the two week period specified in subsection (e),
 - (C) A private Hearing unless both the tenant and housing sponsor request a public hearing,
 - (D) The right to present evidence and arguments in support of his or her position to controvert evidence relied on by the opposing party, and to confront and cross-examine all witnesses testifying at the Hearing, and
 - (E) A decision based solely and exclusively upon the facts presented at the Hearing that "good cause," as defined by subsection (h) of this section, for eviction has or has not been shown by a preponderance of the evidence.
- (2) At the Hearing, the housing sponsor must first make a showing of "good cause" for eviction and must thereafter sustain the burden of proof as to that issue.
- (3) The Hearing shall be conducted informally by the hearing officer or hearing panel and oral or documentary evidence relevant to the "good cause" issue may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing

officer or hearing panel shall require the housing sponsor, the tenant, representatives of the housing sponsor or tenant and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with directions of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings. Either the housing sponsor or the tenant may arrange, in advance and at the expense of the party making this arrangement, to make a transcript of the Hearing.

- (4) If the housing sponsor or the tenant fails to appear at a scheduled Hearing (either personally or by representative), or notifies the Agency of an intent not to be present at the scheduled Hearing, the hearing officer or hearing panel may make a determination to postpone the Hearing for a period not to exceed five business days or may make a determination that the party has waived his or her right to a Hearing. Both the housing sponsor and the tenant shall be notified of any such determination by the hearing officer or the hearing panel, such notification to include the date, time and place of the rescheduled Hearing, if any.
- (5) The hearing officer or hearing panel shall prepare a written decision, together with the reasons therefore, within a reasonable time after the Hearing, but unless said Hearing was a rescheduled Hearing pursuant to subsection (f) (4) of this section, not later than two weeks after the date of receipt by the Agency of the request for a Hearing. A copy of the decision shall be sent to the housing sponsor, the tenant, and the Agency.

Neither utilization of nor participation in the Hearing process of this section shall constitute a waiver of , or affect in any manner whatever, any rights that the tenant or housing sponsor may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

(g) Good Cause Eviction:

The tenant can only be evicted for good cause, as defined herein and by Agency and/or HUD regulations.

(h) Definition of "Good Cause."

The housing sponsor may evict a tenant only upon the following grounds:

- (1) Material noncompliance with the lease, which includes:
 - (A) one or more substantial violations of the lease; or
 - (B) habitual minor violations of the lease which:
 - 1. Disrupt the livability of a building, or
 - 2. Adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related facilities, or
 - 3. Interfere with the management of the building, or
 - 4. Have an adverse financial effect on the building. Rent shall be due on the first day of the rental period but will not be late until after the fifth day of that period. Unjustified non-payment of rent after the fifth day of the rental period

but before either the running of a three-day notice to pay rent or quit at the close of business of the day after the day on which a Hearing decision is issued shall constitute a minor violation under the lease, but non-payment of rent or any other financial obligation under the lease after either such period shall constitute material noncompliance with the lease.

- (2) Material failure to carry out obligations under state law, or
- (3) Any other good cause, which may include the refusal of a family to accept an approved modified lease, for which a notice has been given as required by 24 C.F.R. Section 880.607(b) (2) or (d).

Reference: California Health and Safety Code, Section 51066; 24 C.F.R. Section 880; and Title 25, California Code of Regulations, Section 11406.

Acknowledge receipt of _____

Apartment number _____